

1. 9:30 A.M. Commission Meeting Agenda 3-28-2023

Documents:

[3-28-2023 CM.PDF](#)

- 1.1. 9:30 AM CM 3/28/2023 Docs

Documents:

[03-28-2023 AGENDA DOCS.PDF](#)



CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
March 28, 2023 - 9:30 a.m.



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN_OJg9fl2uQ4inaHvV4yFQrA

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 816 7982 2144 Passcode: 016493

Agenda Topics:

Call to Order:

Chairman Grulkowski

Pledge of Allegiance:

Please note the agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Report of Approved Treasurer's Monthly Report

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: March 10, 2023

Contract 23-31: Joint Agreement by and between Teton County and Cascade County for maintenance of certain county roads that have common boundaries. This is the second, ten (10) year contract with Teton County.

Contract 23-32: Contract with Warehouse Flooring for the removal and replacement of flooring in the County Courthouse Annex. Total Cost: \$29,824.62

Contract 23-35: Ratification of Subrecipient Agreement between Cascade County and Vaughn Cascade County Water & Sewer District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$245,647.50 Effective: Date of Signing - December 31, 2026.

Contract 23-36: Ratification of Subrecipient Agreement between Cascade County and Two Buttes Water Users Association regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project. Total Award of ARPA Funds: \$91,086.00 Effective: Date of Signing - December 31, 2026.

Contract 23-37: Contract between Cascade County and The Fagenstrom Company of Great Falls for installation of one (1) concrete bench and pad within Sun Prairie Park. No cost to the County.

Contract 23-38: Contract between Cascade County and United Materials of Great Falls, Inc, for the removal of asphalt & installation of hi PI gravel. Total Cost: \$44,000.00

City-County Health Department

Contract 23-33: MT DPHHS Task Order 22-25-8-41-167-0, Supplemental Health Montana Families Task Order Amendment One. (ARPA Funded). Effective dates extended and funding increase.

Effective Dates: October 1, 2022 - September 30, 2023. Total Amount: \$ 286,596.50 (Increase of \$4,275)

(Ref: Contract 22-35)

Contract 23-34: MT DPHHS Task Order 18-07-4-51-003-0, HIV Prevention Services Amendment Number Six.

This amendment is additional funds for HIV Prevention activities and Immunization Outreach.

Effective Dates: January 1, 2023 - May 31, 2023. Total Amount: \$16,503.00 (Ref: Contract 17-207, R0349947)

1.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
2.	Adjournment.	

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**February 28, 2023****BANK BALANCES:****STATEMENTS**

US BANK MASTER ACCOUNT	\$ 5,603,375.69
TOTAL	<u>\$ 5,603,375.69</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$ 62,877,648.37
TOTAL	<u>\$ 62,877,648.37</u>
GRAND TOTAL	<u>\$ 68,481,024.06</u>

OTHER BANK BALANCES:**STATEMENTS**

CLERK OF COURT RESTITUTION	\$ 15,527.58
SHERIFF'S COMMISSARY	\$ 188,219.92
SHERIFF'S CIVIL	\$ 2,100.00
SHERIFF'S EVIDENCE	\$ 325,800.19
JUSTICE COURT OLD TRUST	\$ 1,358.59
JUSTICE COURT NEW TRUST	\$ 126,756.12
TOTAL	<u>\$ 659,762.40</u>

RECEIPTS:

MOTOR VEHICLE	\$ 757,433.81
PROPERTY TAX	\$ 1,040,993.74
REVENUE RECEIPTS	\$ 3,022,901.84
TOTAL	<u>\$ 4,821,329.39</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 527,991.35
MONTANA DEPT. OF REVENUE	\$ 185,960.88
CITY OF GREAT FALLS	\$ 354,590.37
GREAT FALLS PUBLIC SCHOOLS	\$ 309,142.29
MISC. REMITTANCES	\$ 39,305.00
TOTAL	<u>\$ 1,416,989.89</u>

Bid Opening
March 10, 2023 – 2:00 p.m.
Commission Chambers

Accounting Services

These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b). These minutes are in draft form until officially approved by the Commission at the March 28, 2023, meeting.

Staff Present: Commissioners-James L. Larson and Rae Grulkowski, Accounting office- Diane Brien and Cynthia Fike, Commission office – Bonnie Fogerty.

Public Present: None

At 2:00 pm., Diane Brien began the bid opening.

Advertisement for bids were published in the Great Falls Tribune on February 19th, and 26th, 2023. Public notice was also made available on the Cascade County Website. Also posted on the Montana CPA website. Hard copies were available at the Commission office (**Exhibit A**). Sealed bids were due by 5:00 pm on March 9, 2023.

Cascade County received two (2) SEALED bids.

Bids were provided by Denning, Downey & Associates, P.C. of Kalispell Montana and Wipfli/Joseph Eve of Great Falls, Montana.

1. Bid Packet from Denning, Downey & Associates Kalispell Montana

Packet received at the Commission office on February 27, 2023 @ 9:30 a.m.

2. Bid Packet from Wipfli/Joseph Eve Great Falls Montana

Packet received at the Commission office on March 8, 2023 @ 10:22 a.m.

Staff will take bids under advisement and make recommendations to Cascade County Commissioners. Meetings are located in the Cascade County Annex building at 325 2nd Ave N. Great Falls MT. 59401 in room 111.

Bid opening adjourned at 2:07 p.m.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 02/18/2023

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #325771 through #325881 totaling \$ 553,081.57 ,and EFT #9102760 through #9102774 totaling \$ 383,032.57 for an A/P total of \$ 936,114.14 dated 02/21/2023 through 02/24/2023.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 02/25/2023

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #325882 through #326028 totaling \$ 641,887.99 ,and EFT #9102775 through #9102776 totaling \$ 183.83 for an A/P total of \$ 642,071.82 dated 02/27/2023 through 03/03/2023.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/04/2023

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 326029 through #326229 totaling \$ 596,926.62 and EFT's #9102777 through #9102800 totaling \$ 418,519.22 for an A/P total of \$ 1,015,445.84 dated 3/6/2023 thru 3/6/2023.

In addition, payroll checks # 94190 through #94236 were issued totaling \$ 30,246.86 and EFT's 5272913 through 5273765 were made totaling \$ 1,015,505.40 for a payroll total of \$ 1,045,752.26 for the month of February 2023.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

March 28, 2023

Contract 23-31

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Teton-Cascade County Joint Agreement on
County Roads

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Agreement 23-31

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:

Cascade County Public Works Department is looking to enter in to its second ten (10) year contract with Teton County for the maintenance of roadways near the boundaries of Cascade County and Teton County. Both counties successfully fulfilled and upheld their portions of the prior contract. Our counties have many roadways that crossover county lines. This agreement allows each county to maintain specific county roadways nearest to their resources, while not allowing the county boundaries hinder the efforts to preserve safe roadways. The roads listed in the agreement allow Cascade County Public Works to concentrate efforts to make these areas safer for the citizens and visitors. Allowing Teton County to maintain the Cascade County areas listed in the agreement reassures that these areas will be timely and properly maintained.

RECOMMENDATION:

Cascade County Staff, after reviewing the Joint Agreement, believes this arrangement is beneficial for Cascade County Public Works and its citizens therefore, recommends the Board of County Commissioners approve Contract #23-31 for the maintenance of outlined county roads.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Madam Chair, "I move the Cascade County Commission **APPROVE** Contract #23-31."

MOTION TO DISAPPROVE:

Madam Chair, "I move the Cascade County Commission **DISAPPROVE** Contract #23-31."

TETON-CASCADE JOINT AGREEMENT ON COUNTY ROADS

THIS JOINT AGREEMENT ON COUNTY ROADS, made and entered into by and between the County of Teton and the County of Cascade, State of Montana, by and through their respective Boards of County Commissioners, pursuant to Section 7-14-2101(1)(b)(i), MCA, providing for the joint maintenance of county roads and bridges.

WITNESSETH

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE:

The purpose of this Agreement is to provide for the maintenance of certain county roads which are either common boundary roads/bridges which, because of the location, can be more easily maintained by the adjacent county.

2. EFFECTIVE DATE/MODIFICATIONS/TERMINATION:

This Agreement shall become effective when signed by the Boards of County Commissioners for Teton and Cascade County (the Parties), and shall continue in effect for a period of ten (10) years from said date, unless previously modified or terminated.

Modifications may be made from time to time upon agreement of the Parties pursuant to a written addendum which shall be attached hereto, fully executed by the Parties.

Either county may terminate this Agreement by giving 90 days' notice of such intention to terminate, in writing, to the Board of County Commissioners of the other County. The 90 days shall begin to run upon receipt of said Notice.

3. TETON COUNTY:

Teton County will be responsible for the routine maintenance, including but not limited to snow removal and sanding, of the following roads:

- a) 2nd Road North to Gordon "Y" (Muddy Road)
- b) County Line Road East from 3rd Lane (the intersection of County Line Road and Montana Highway 431 also known as Freeman's Corner) to 11th Lane
- c) The Halcro Road (Gunderson Road in Cascade County) from the Teton/Cascade County Line to the intersection of the Vaughn North Frontage Road
- d) 4th Lane and 5th Lane from County Line Road South to US Highway 89

4. CASCADE COUNTY:

Cascade County will be responsible for the routine maintenance, including but not limited to snow removal and sanding, of the following roads:

- a) County Line Road from 11th Lane East to approximately ½ mile past 14th Lane and the Gordon Road to the Gordon "Y" (Muddy Road) intersection

- b) 14th Lane North from Gordon Road approximately 1 mile to the property commonly known as the Grams Farm.
- c) 5th Road SW (also known as Music Road) from the intersection of MT Secondary 565 West approximately 1.3 miles to what is known as the Fadness Ranch

5. EXTRA MAINTENANCE/MAJOR REPAIR PROJECTS:

All work done on the foregoing routes that involve culverts, bridges, cattle passes, graveling and asphalt, shall be done on a 50/50 cost-share basis. There shall be a written memorandum of understanding executed by the authorized representatives of the Parties prior to commencement of any such projects.

In the event either Party is unable to engage in these projects, the two Counties will negotiate and enter into a written agreement for payment of costs prior to the work being started.

6. INDEMNIFICATION:

The Parties agree that they will indemnify and hold harmless each other and their officers, employees, and agents from damages resulting from any claims resulting from or caused by any act of neglect, intentional tort, or omission of the other Party, its officers, employees, agents, or volunteer workers in the performance or non-performance of the terms of the Agreement, except that it is understood and agreed that the limits of such indemnification shall not exceed the limits established under MCA 2-9-108 and the Parties applicable liability insurance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be adopted and executed as of the dates written below.

COUNTY OF TETON
STATE OF MONTANA

Chairman, County Commissioner
Teton County Montana

Date

Member, County Commissioner
Teton County Montana

Member, County Commissioner
Teton County Montana

On this _____ day of _____ 2023, I hereby attest the above-written signatures of

_____, _____, and _____, the Teton
County Commissioners.

Teton County Clerk and Recorder

COUNTY OF CASCADE
STATE OF MONTANA

Rae Grulkowski, Chair

Date

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____ 2023.

Attest

On this _____ day of _____ 2023, I hereby attest the above-written signatures of
Rae Grulkowski, Joe Briggs, and James L. Larson the Cascade County Commissioners.

Sandra Merchant,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

CASCADE COUNTY 8.17 miles

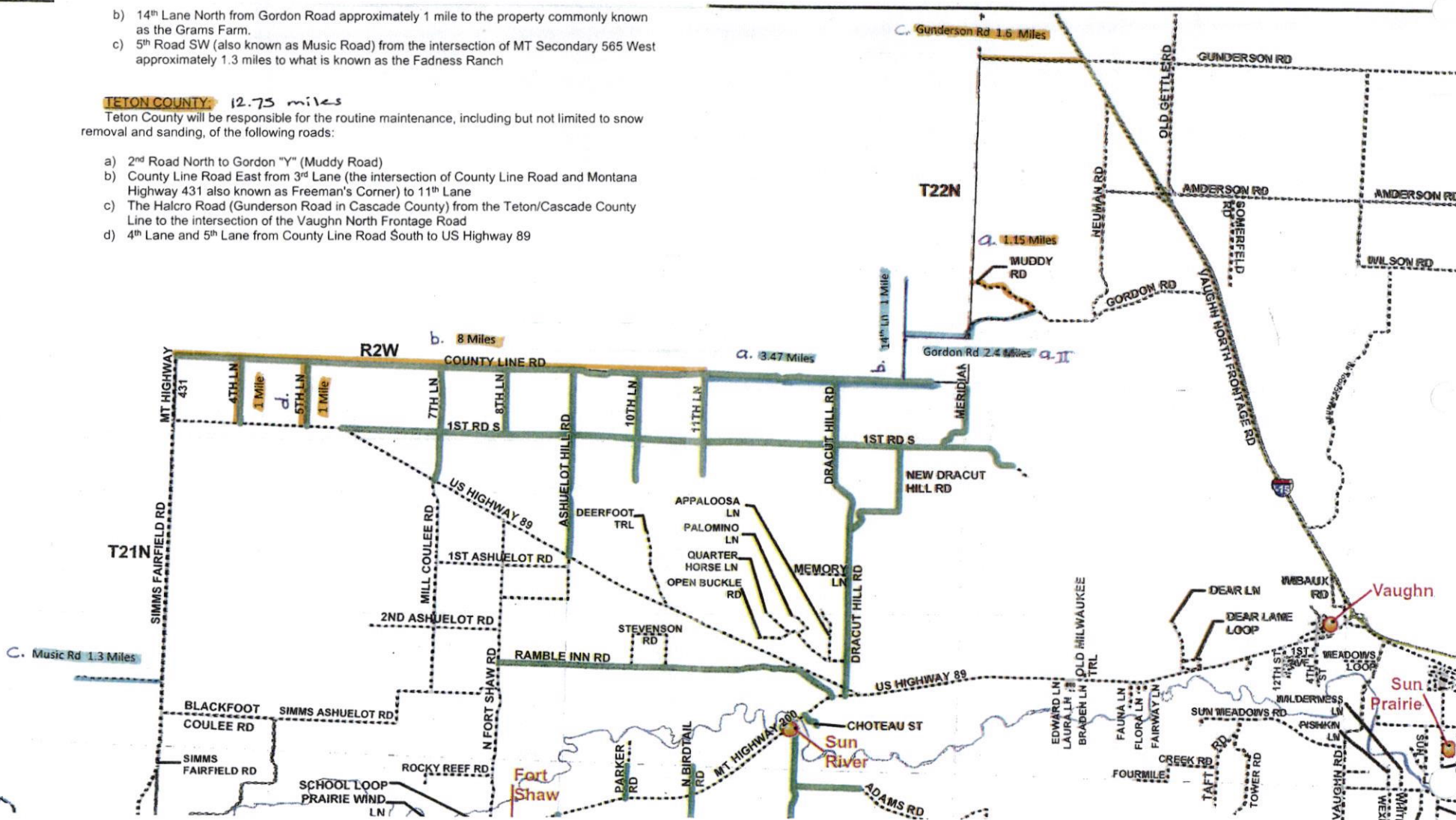
Cascade County will be responsible for the routine maintenance, including but not limited to snow removal and sanding, of the following roads:

- County Line Road from 11th Lane East to approximately 1/4 mile past 14th Lane and the Gordon Road to the Gordon "Y" (Muddy Road) intersection
- 14th Lane North from Gordon Road approximately 1 mile to the property commonly known as the Grams Farm.
- 5th Road SW (also known as Music Road) from the intersection of MT Secondary 565 West approximately 1.3 miles to what is known as the Fadness Ranch

TETON COUNTY 12.75 miles

Teton County will be responsible for the routine maintenance, including but not limited to snow removal and sanding, of the following roads:

- 2nd Road North to Gordon "Y" (Muddy Road)
- County Line Road East from 3rd Lane (the intersection of County Line Road and Montana Highway 431 also known as Freeman's Corner) to 11th Lane
- The Halcro Road (Gunderson Road in Cascade County) from the Teton/Cascade County Line to the intersection of the Vaughn North Frontage Road
- 4th Lane and 5th Lane from County Line Road South to US Highway 89



March 28, 2023

Contract 23-32

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Annex Flooring
(Halls/Bathrooms/Commission)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-32

BACKGROUND:

Cascade County Public Works Department, reached out to multiple local vendors, for the removal and installation of flooring, within the county annex. The following areas will receive new flooring, all entrances, hallways, both old bathrooms, three commissioner's offices, commissioner's chambers, and the commissioner's kitchen. After reviewing all estimates, Public Works recommends awarding the following contract to Warehouse Flooring, of Great Falls, MT, for a total cost of \$29,824.62. Estimates were also received from Carpet One, and Carpet Garage. The amount of this contract did not require public sealed bids, for RFQ's, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award Contract 23-32, to Warehouse Flooring, of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-32, proposal from Warehouse Flooring, for the removal and replacement of flooring in the county annex, for a total cost of \$29,824.62, and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-32".

CONTRACT

In consideration of the mutual promises and consideration set forth herein between Warehouse Flooring, 1316 9th Avenue South, Great Falls, Montana, 59405 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for the Contractor to remove and install flooring in the following areas of the Cascade County Courthouse Annex: all entrances, hallways, both old bathrooms, three commission offices, commission chambers, and the commission office kitchen. as per the Contractor's Estimate dated January 11, 2023, which is incorporated herein by reference, and as further directed by County through its authorized Agent, Les Payne, Director of Public Works. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than ninety (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of TWENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY-FOUR AND 62/100 DOLLARS (\$29,824.62) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Background Checks: Contractor its officers, agents, and representatives performing Contract work shall observe and comply with all safety rules and regulations as it pertains to the facility and the operations of the Facility during the term of the Contract. Contractor, its officers, agents, and representatives who are working at the Facility shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such personnel being barred from the Facility's premises.

9. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # A154712 and expires on the 24th day of March 2028.

10. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

11. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor is subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages for as set forth in the attached Exhibit B (and as may be amended by the State of Montana Department of Labor) for District 3.

12. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

13. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

14. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

15. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

16. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of March, 2023

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ___ day of _____, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

WAREHOUSE FLOORING
1316 9TH AVENUE S.
GREAT FALLS, MT 59405
406-452-9093 Fax: 406-452-1961
www.warehouseflooring.com



QUOTE

ORDER: 102602 Doug
PAGE: 1
DATE: 1/11/2023
LOC: Warehouse Flooring

B Cascade County Public Works
I 121 4th St N Suite 2h
L Great Falls MT 59404, MT
T (406)454-6905
O

S Cascade County Public Works
H Courthouse Annex
I 325 2nd Ave N
P Commision Chambers & Hallways
T Great Falls MT 59404, MT
O

Customer		Salesperson	Customer P.O.		Ship Via	Date Wanted	F.O.B.		Order
4064546905		Doug			Installation	1/11/2023 E			102602
Order	B/O	Ship	U/M	Item Number / Description			Unit Price	U/M	Total Price
2314.26			SF	Aerospace Carp Tile 23.6x23.6			\$2.77	SF	\$6,400.00
			*	Cartons: 43 Pieces: 0					
				COLOR 01 AVIATION					
1950.00			SF	Carpet and Pad Tear Up			\$0.75	SF	\$1,462.50
				remove and dispose of existing carpet, padding					
				and tack strip					
5.00			HR	Floor Preparation			\$75.00	HR	\$375.00
				prepare floor for new carpet tile. (HIDDEN					
				DAMAGE NOT INCLUDED)					
2050.00			SF	Carpet Tile Install			\$1.35	SF	\$2,767.50
3.00			EA	Futura Metals, Nickel Stairnose			\$34.50	EA	\$103.50
4.00			SF	Carpet Stairs Upholstered			\$10.00	SF	\$40.00
440.00			LF	Carpet Base Install			\$1.25	LF	\$550.00
				remove existing carpet coving, cut and install					
				new					
5.00			EA	Taylor Dynamic Adhesive			\$151.00	EA	\$755.00
				carpet and LVP adhesive					
1994.20			SF	28 mil 7.25" X 48" glue down			\$3.12	SF	\$6,221.90
				Cartons: 59 Pieces: 0					
				Annex hallways and bathrooms 038 SILVER					
				OAK					
1900.00			SF	LVT Glue Down			\$2.50	SF	\$4,750.00
4.00			HR	Floor Preparation			\$75.00	HR	\$300.00
147.00			PC	Roppe Pinnacle Base 4 1/2"			\$6.33	PC	\$930.51
				Cartons: 4 Pieces: 27					
				replacement base for hallways, COLOR TBD					
570.00			LF	Rubber Base R&R			\$1.75	LF	\$997.50

WAREHOUSE FLOORING
1316 9TH AVENUE S.
GREAT FALLS, MT 59405
406-452-9093 Fax: 406-452-1961
www.warehouseflooring.com



QUOTE

ORDER: 102602 Doug
PAGE: 2
DATE: 1/11/2023
LOC: Warehouse Flooring

B Cascade County Public Works
I 121 4th St N Suite 2h
L Great Falls MT 59404, MT
T (406)454-6905
O

S Cascade County Public Works
H Courthouse Annex
I 325 2nd Ave N
P
T Commision Chambers & Hallways
O Great Falls MT 59404, MT

Customer		Salesperson	Customer P.O.		Ship Via	Date Wanted	F.O.B.		Order
4064546905		Doug			Installation	1/11/2023 E			102602
Order	B/O	Ship	U/M	Item Number / Description			Unit Price	U/M	Total Price
484.65			SF	Super Nop 52 Cartons: 15 Pieces: 0 walk-off tile for 3 ext. entrys, color TBD			\$7.25	SF	\$3,513.71
450.00			SF	Carpet Tile Install walk-off tile at 3 ext. entries			\$1.35	SF	\$607.50
				Misc.doorway reducers					\$50.00
				Order Sub-Total:				\$29,824.62	
				Quote Amount:				\$29,824.62	

* = ITEMS IN WEIGHT TOTAL

TOTAL WEIGHT: 1,720.00 LBS

Approved by: _____ Date: _____

QUOTE IS A CASH PRICE. 3% WILL BE ADDED FOR CREDIT CARDS

FLOOR PREP IS AN ESTIMATE ONLY

NO RETURNS ON SPECIAL ORDERS

ALL MATERIALS MUST BE PAID IN FULL BEFORE LEAVING STORE

WE ARE NOT BE RESPONSIBLE FOR DISCREPANCIES ON CUSTOMERS OWN MEASUREMENTS

*** QUOTE EXPIRES: ***



WS1693

CERTIFICATE OF INSURANCE

1/09/23

THE MOUNTAIN WEST FARM BUREAU MUTUAL INSURANCE COMPANY - 931 BOULDER DRIVE - LARAMIE WYOMING 82070 - ISSUES THIS CERTIFICATE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE INSURANCE AFFORDED IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICIES. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE ISSUED TO:

WAREHOUSE FLOORING STYLE & DESIGN
1316 9TH AVE S
GREAT FALLS MT 59405-2659

POLICY NUMBER 90M08386 EFFECTIVE DATE 2/27/23 EXPIRATION DATE 2/27/24
AGENT 810 WARREN KRONE 406 771-8866

TYPE OF INSURANCE	LIMITS OF LIABILITY
GENERAL LIABILITY OCCURRENCE BASIS	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT	\$50,000 ANY ONE FIRE
AUTOMOBILE LIABILITY	
AUTOS - COVERAGE SYMBOL 7	\$500,000 COMBINED SINGLE LIMIT
SPECIFICALLY DESCRIBED VEHICLES	
HIRED AUTOS - COVERAGE SYMBOL 8	
NON-OWNERSHIP - COVERAGE SYMBOL 9	
GARAGE LIABILITY	NOT COVERED
GARAGE KEEPERS	
EXCESS LIABILITY	COMBINED SINGLE LIMIT
UMBRELLA FORM	
POLICY NUMBER _____	

GENERAL INFORMATION
HAS SUBROGATION BEEN WAIVED? YES _____ NO X
ADDITIONAL NAMED INSURED - _____
WE WILL GIVE THE CERTIFICATE HOLDER 30 DAYS NOTICE IF THE POLICY IS CANCELED BY US OR IF WE MATERIALLY CHANGE COVERAGE DURING THE TERM OF THIS POLICY.

INSURED NAME AND ADDRESS:
THE OTHER GUYS WOOD FLOORS INC
WOODWORKS OF MONTANA
3217 4TH AVE N
GREAT FALLS MT 59401-2919

AUTHORIZED SIGNATURE

1/09/23
DATE ISSUED



MONTANA SECRETARY OF STATE

March 10, 2023

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

WAREHOUSE FLOORING

filed its **Renew an Assumed Business Name** in this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: A154712 - 15604387

Effective Date: March 10, 2023

Expiration Date: March 24, 2028

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State

March 28, 2023

Contract 23-35

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Approval of Subrecipient Agreement
with Vaughn Cascade County Water & Sewer
District for ARPA Funding Allocation

INITIATED AND PRESENTED BY: Joe Briggs, Commissioner

ACTION REQUESTED: Approval of Contract 23-35

BACKGROUND:

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between and Vaughn Cascade County Water & Sewer District and Cascade County for ARPA funding allocation in the amount of \$245,647.50.

RECOMMENDATION:

The recommendation is to approve Contract 23-35.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-35, an agreement between Cascade County and Vaughn Cascade County Water & Sewer District for ARPA funding allocation in the amount of \$245,647.50."

MOTION TO DISAPPROVE:

"Madam Chair I move Cascade County Commission **DISAPPROVE** Contract 23-35".

SUBRECIPIENT AGREEMENT

BETWEEN CASCADE COUNTY, MT AND VAUGHN CASCADE COUNTY WATER & SEWER DISTRICT REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2nd Avenue North, Great Falls, MT 59401, and the Vaughn Cascade County Water & Sewer District (hereinafter "Grantee"), 1161 6th Avenue Vaughn, MT 59487, UEI#: KK67G7EGDDE3, collectively referred to herein as the "Parties".

SOURCES OF FUNDING

The sources of the funding for this Contract are \$245,647.50 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.

Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
 - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
 - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record

keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim

setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

11. IMPROPER PAYMENTS: Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

19. DISCLAIMER: The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.

20. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

21. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE

COMPLIANCE: The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

27. USE OF NAME. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

28. ASSIGNMENTS: The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

29. MODIFICATIONS: This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

30. SEVERABILITY: It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

31. TERMINATION: Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.

32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8th Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

40. **LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

41. **EFFECT OF DUPLICATE: AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

VAUGHN CASCADE COUNTY WATER & SEWER DISTRICT

BY:

Name
Title

Date

CASCADE COUNTY, MONTANA

BY:

Joe Briggs
Chairman, Cascade County

Date



EXHIBIT A

WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS

Application #	2-2
Grantee District	Vaughn Cascade County Water & Sewer
Project Name	Vaughn Water and Sewer District Sewer System Improvements
ARPA Award	\$245,647.50
Overall Project Budget	\$1,069,647.50

Project Description

Replacement of the deteriorated sewer lines, repair the bedding and sagging, add onto the existing treatment system to address total phosphorus.

Projected Timeline	Project Completion: December 2024
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March 28, 2023

Contract 23-36

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Approval of Subrecipient Agreement
with Two Buttes Water Users Association
for ARPA Funding Allocation

INITIATED AND PRESENTED BY: Joe Briggs, Commissioner

ACTION REQUESTED: Approval of Contract 23-36

BACKGROUND:

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Two Buttes Water Users Association and Cascade County for ARPA funding allocation in the amount of \$91,086.00.

RECOMMENDATION:

The recommendation is to approve Contract 23-36.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-36 an agreement between Cascade County and Two Buttes Water Users Association for ARPA funding allocation in the amount of \$91,086.00."

MOTION TO DISAPPROVE:

"Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-36".

SUBRECIPIENT AGREEMENT

BETWEEN CASCADE COUNTY, MT AND [insert name of Grantee] REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2nd Avenue North, Great Falls, MT 59401, and the Two Buttes Water Users Association (hereinafter "Grantee") P.O. Box 116 Fort Shaw Great Falls, Montana, UEI#: LLU7F1Y8BGL9 collectively referred to herein as the "Parties".

SOURCES OF FUNDING

The sources of the funding for this Contract are \$91,086.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.

Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the following parameters: the project scope and budget previously specified in Grantee's ARPA application to Grantor; the meeting the Grantor and Grantee had on March 2, 2023 detailing changes in the Phases and further work on the mainline pipe; and the attached *Exhibit A*, which includes the updated documents presented to Grantor at the March 2, 2023 meeting.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
 - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in

the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
 - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making

purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice

the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

- described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;
- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
 - F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
 - H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
 - I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

11. IMPROPER PAYMENTS: Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

19. **DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.

20. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

21. **INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

22. **REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
23. **ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
24. **MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
25. **INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

- 26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE COMPLIANCE:** The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.
- 27. USE OF NAME.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.
- 28. ASSIGNMENTS:** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.
- 29. MODIFICATIONS:** This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.
- 30. SEVERABILITY:** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 31. TERMINATION:** Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.

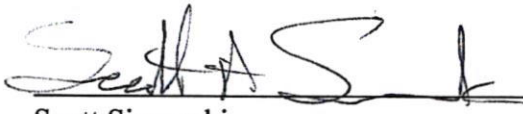
32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8th Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

40. LIMITATION OF GRANTOR'S AUTHORITY: Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS: The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.


This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

TWO BUTTES WATER USERS ASSOCIATION

BY: 
Scott Sivumaki
President

3-13-2023
Date

CASCADE COUNTY, MONTANA

BY: 
Joe Briggs
Chairman, Cascade County

3/13/23
Date

EXHIBIT A

WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS

Application # 2-5

Grantee Two Buttes Water Users Association

Project Name Essential Infrastructure Maintenance
& Renvovation

ARPA Award \$91,086.00

Overall Project Budget \$162,583.00

Project Description

- 1. System Pumps**
- 2. Mainline Pipe Segments**
- 3. Mainline Control Values Big Tank**

Projected Timeline Completion: October 2025

March 28, 2023

Contract 23-37

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Sun Prairie Park

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 23-37

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department was recently approached by Alisha Lashley, who is a resident of Sun Prairie. Alisha, along with other community members of Sun Prairie, would like to install a memorial concrete bench, along with a small assortment of flowers, in remembrance of the recent passing of a long time Sun Prairie resident. The area of the proposed concrete bench and flowers would be placed in the Northeast corner of the Sun Prairie Park, located on Grant Drive. Residents of Sun Prairie have raised funds to have Fagenstrom of Great Falls, deliver and set (1) plain concrete park bench and (1) 3'x7'x4" concrete pad for the bench, that would be placed within the county park. As documented in the attached contract, Alisha will pay Fagenstrom directly, prior to delivery of bench and pad. Once installed, several residents within Sun Prairie will plant and maintain the flower arrangements. There would be NO cost to the county, for this particular project.

RECOMMENDATION:

Cascade County Staff, after reviewing the above proposal, believes the upgrade proposed to this park would be a great addition to the park and believes the County should allow this project to move forward.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Madam Chair, I move that the Cascade County Commission **APPROVE** Contract 23-37, between Cascade County and Fagenstrom of Great Falls, for installation of one (1) concrete bench and pad within Sun Prairie Park, at NO cost to the County and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Madam Chair, I move the Cascade County Commission **DISAPPROVE** Contract 23-37."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between THE FAGENSTROM CO. (Contractor), a domestic profit Subchapter S Corporation, whose mailing address is P.O. Box 2623, Great Falls, MT 59403-2623 and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for the Contractor to provide all labor, material and equipment necessary to manufacture and deliver one (1) plain park bench with back – assembled; one (1) 3'x7'x4" concrete pad for bench, as set forth in the undated Contractor Proposal *In Re: Sun Prairie Park Improvements Team* (Proposal), which is attached hereto and incorporated herein and incorporated herein as **Exhibit A**. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at Cascade County's Sun Prairie Park, located in Sun Prairie, Montana and will be subject to the prior approval and coordination of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than sixty (60) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum and Payment: Contractor acknowledges that the work contracted for hereunder has been requested by certain residents of Sun Prairie, for the benefit of the community of Sun Prairie through Alisha Lashley (Lashley). County herein authorizes Contractor to perform said work subject to Contractor's Agreement that full remuneration and consideration for all Contracted Work hereunder shall be due Contractor exclusively from Lashley. The County shall have no obligation to pay or to see to the payment of money to Contractor, nor any subcontractor or materialmen. The Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Force Majeure: If either Party's obligations under this Agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to,

acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

6. Insurance: Prior to commencing work under this Agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as **Exhibit B** to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

7. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this Agreement.

8. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if required by state law.

9. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

10. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

11. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This Agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

12. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

13. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of March, 2023

Contractor:

THE FAGENSTROM CO.

STATE OF MONTANA)
 :ss
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

Jim Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Sun Prairie Park Improvements Team

Establish safe and fun equipment for children in the Sun Prairie Village.

02.27.23

—

Overview

After the unfortunate passing of a woman in Sun Prairie, some community members contacted our team for assistance in placing a memorial bench.

Their plan is for this to go in the existing garden area on the northeast corner of the westside park. (please see picture on the next page). They would then like to plant flowers around the bench.

Specifications

We need approval from the county to move forward with modifications needed for this project.

1. Who is doing the work in the park?
 - a. Fagenstrom's
2. Who is purchasing the bench?
 - a. Community members have gathered funds and will make the transaction on their own.
3. List of all vendors or people involved in this project, and what their individual roles are.
 - a. Fagenstrom's
 - i. Dirt work to prep the site for placement of a 3'x7'x4" pad
 - ii. Assembly and delivery of a memorial bench
 - iii. Placing bench on top of the concrete pad
 - b. Cathie Sanders and Michele Ostertag
 - i. Coordinating purchase and delivery with Fagenstrom's
 - ii. Planting flowers around the bench
 - iii. Maintaining site after placement of the bench.
 - c. Alisha Lashley
 - i. Liason between the community and the County / County Commissioners for approval of the project.

Thank you for your time and consideration,
Alisha Lashley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405	CONTACT NAME: Nidia Murray		
	PHONE (A/C, No, Ext): (406) 417-6106	FAX (A/C, No): (866) 801-0495	
	E-MAIL ADDRESS: nidia.murray@hubinternational.com		
INSURED Fagenstrom Company P O Box 2623 Great Falls, MT 59403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Depositors Insurance Company		42587
	INSURER B : Allied Insurance Company of America		10127
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACP 3100346927	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ACP 3100346927	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Cascade County Public Works
325 2nd Avenue North
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

47.549646,-111.506193



201

Washington Blvd

Grant

Sun Prairie Rd

Sun Prairie

March 28, 2023

Contract 23-38

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Lower River Road
(Temporary Repairs for Slide Area)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-38

BACKGROUND:

Cascade County Public Works Department is working with local engineers, to find a permanent fix for the section of Lower River Road, that continues to slide into the river. Until a permanent fix can be made, the county is needing a local contractor to come in and mill up the existing asphalt, then remove the milled material, then compact and fill the area back in with a high PI gravel, this will allow the county to maintain this area for a safer driving surface, this will also be much more cost effective, for the tax payers of cascade county. United Materials of Great Falls, made these same repairs, back in 2018/2019, so it would be most cost effective to allow them to make the same repairs, as they are extremely familiar with this project. United Materials can make these repairs for a total cost to the county of \$44,000.00. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, Inc.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

“Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-38, proposal from United Materials of Great Falls, Inc, for the removal of asphalt & installation of hi PI gravel, for a total cost of \$44,000.00 and instruct staff to complete the contracting process.”

MOTION TO DISAPPROVE:

“Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-38.”

CONTRACT

In consideration of the mutual promises and consideration set forth herein between United Materials of Great Falls, Montana, 59403 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to mill & remove existing asphalt, and install high PI gravel on a 800' x 22' section of Lower River Rd, where the road continues to slide, as per the Contractor's Estimate dated December 28, 2022, which is incorporated herein by reference, and as further directed by County through its authorized Agent, Les Payne, Director of Public Works. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than ninety (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FORTY-FOUR THOUSAND, AND 00/100 DOLLARS (\$44,000.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Background Checks: Contractor its officers, agents, and representatives performing Contract work shall observe and comply with all safety rules and regulations as it pertains to the facility and the operations of the Facility during the term of the Contract. Contractor, its officers, agents, and representatives who are working at the Facility shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such personnel being barred from the Facility's premises.

9. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is #5498 and expires on the 9th day of October, 2023.

10. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

11. **Montana Prevailing Wage Rate and Gross Receipts Tax:** Contractor is subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages for as set forth in the attached Exhibit B (and as may be amended by the State of Montana Department of Labor) for District 3.

12. **General Warranty:** The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

13. **Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

14. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

15. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

16. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of March, 2023

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

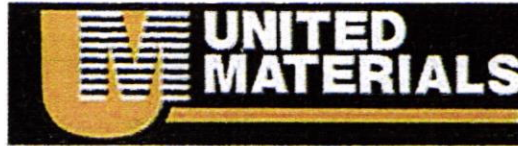
On this ____ day of _____, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



United Materials of Great Falls, Inc.

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692
Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

To: Cascade County	Contact: Les Payne
Address: 279 Vaughn South Frontage Road Great Falls, MT 59404	Phone: (406) 454-6912
	Fax:
Project Name: Lower River Road	Bid Number:
Project Location:	Bid Date: 3/18/2023

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item Description

Mill Existing Asphalt And Install "high PI" Gravel (800' X 22')

Remove 4" Existing Asphalt Pavement
Furnish And Install 4" Gravel Base Course

Includes Traffic Control - Closure Of LRR Similar To 2018/2019 Project

Total Bid Price: \$44,000.00

Notes:

- The above prices **DO NOT** include Testing, Surveying/ Layout, Permits, Or Landscape Restoration.
- This quote provides for one move-in.
- **United Materials will not be responsible for damages or repairs to privately owned underground utilities (electrical, irrigation, etc.) that are not located by OneCall or by property owner.**
- **United Materials will not be responsible for damages or repairs to privately owned surfacing (asphalt, concrete, etc.) caused by legally loaded construction equipment/trucks accessing project site. Haul route to be determined by mutual agreement between owner and United Materials.**
- This quotation is good for 30 calendar days.

Payment Terms:

United Materials will not accept credit cards for payment of contracted work or charges made on account.
A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: United Materials Of Great Falls, Inc. David Anderson <small>Digitally signed by David Anderson DN: cn=David Anderson, o=United Materials of Great Falls, Inc., c=US, email=david@unitedmaterialsgtf.com, Date: 2023.03.18 16:50:27 -0600</small> Authorized Signature: _____ Estimator: David Anderson 406-799-8800 david@unitedmaterialsgtf.com
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March 28, 2023

Contract #23-33

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order #22-25-8-41-167-0
Supplemental Healthy Montana Families
Amendment One (ARPA Funded)

INITIATED & PRESENTED BY: Jo-Viviane Jones, FHS Division Manager

ACTION REQUESTED: Approval of Contract #23-33

BACKGROUND:

The purpose of this supplemental Healthy Montana Families Task Order (ARPA Funded) is to provide additional funding to the Cascade City-County Health Department for Prepaid gift cards, emergency expenses, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency.

The amendment will change the effective dates to October 1, 2022, to September 30, 2023.

TERM: October 1, 2022 - September 30, 2023

AMOUNT: \$286,596.50 (an increase of \$4,275.00)

RECOMMENDATION: Approval of Contract #23-33

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Contract #23-33, Task Order 22-25-8-41-167-0, Supplemental Health Montana Families Task Order Amendment One (ARPA Funded).

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Contract #23-33, Task Order 22-25-8-41-167-0, Supplemental Health Montana Families Task Order Amendment One (ARPA Funded).

SUPPLEMENTAL HEALTHY MONTANA FAMILIES TASK ORDER AMENDMENT ONE
TASK ORDER FOR Cascade City-County Health Department (ARPA Funded)
SUPPLEMENTAL TASK ORDER NUMBER 22-25-8-41-167-0

This SUPPLEMENTAL TASK ORDER is to be created between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1625 11th Ave, Helena, MT 59601, Phone Number (406) 444-1958, Fax Number (406) 444-2750, and Cascade City-County Health Department Tax ID 81-6001343, 115 4th Street S., Great Falls, MT 59401, and (406) 791-9262; respectively (collectively, the "Parties").

Effective October 1, 2022, this Supplemental Task Order is amended as follows. Existing language has been struck; amended language underlined if required.

1. This Amended Supplemental Task Order shall be in force from October 1, 2022, to September 30, 2023.

Due to reporting requirements for all American Rescue Plan Act 2021 (ARPA) funding / funded Contracts and/or Task Orders; all projects, duties, activities, Scope of Work items, etc. are to be accounted separately than other Department Contracts and/or Task Orders. This Supplemental Task Order to be known as 22-25-8-41-167-0, will not supersede nor replace any prior executed Contracts, Task Orders, and / or their Amendments that have been prior agreed upon by both the Task Order and the Department.

All sections, subsections, terms, conditions, agreements, statutes, assurances, required deliverables, and codes / statues, from Contract ~~22-25-5-41-167-0~~ 23-25-5-41-167-0 shall be carried forward into Supplemental Task Order 22-25-8-41-167-0 unless modified or amended below.

Supplemental Task Order 22-25-8-41-167-0 will be delivered under the Contractor's successful Request For Proposal DPHHS-RFP-2022-0375R.

2. The source of funding for all ARPA Contracts and Task Orders is The American Rescue Plan Act 2021; CFDA# 93.870.
3. The total available for ARPA funded Healthy Montana Families activities to the Contractor under Supplemental Task Order 22-25-8-41-167-0 is ~~to be approximately \$4,275~~ and is dependent upon utilization of services and / or available funding. The Contractor will invoice the Department for ARPA funded activities using Supplemental Task Order 22-25-8-41-167-0 separately from other non-ARPA funded activities. Due to spending timelines for American Rescue Plan funding, the remaining balance of \$4,275.00 must be spent on activities performed prior to the end of business September 30, 2023.
4. The attachments hereto, Attachment AA Policy and Procedure on Spending ARPA Funds and Attachment AB Expenditure Report, should be taken as supplemental to the original Task Order and do not supersede or invalidate any prior agreements or requirements, but

apply only to the funds included within this Supplemental Task Order. **All previous items remain in full force.**

5. The following information may be required pursuant to 2 CFR 200:

1. Sub recipient name: Cascade County
2. Sub recipient Unique Entity Identifier: M7JFAMRWFJQ6
3. FAIN number: X1141940
4. Federal award date: 04/30/2021
5. Federal award start and end date: 04/30/2021 – 9/30/2023
6. Amount of funds obligated to sub recipient: \$4,275.00
7. Total amount of the federal award: \$4,275.00
8. Project description: Healthy Montana Families Home Visiting Program
9. Awarding agency/pass-through entity/contact info: Montana DPHHS
10. CFDA/ALN number/name: 93.870
11. Research and Development: No
12. Indirect cost rate: The State of Montana, DPHHS has a federally approved cost allocation plan.

AUTHORITY TO EXECUTE

All Terms and Conditions of Task Order Number ~~22-25-5-41-167-0~~ 23-25-5-41-167-0 remain unchanged and are now tied to Supplemental Task Order 22-25-8-41-167-0. This Supplemental Task Order consists of three (3) numbered pages with two (2) additional attachments for a total of eight (8) numbered pages.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____
Tracy Moseman, ECFS Division Administrator

Date: _____

DEPARTMENT OF ADMINISTRATION

Approved as to form:

BY: _____
Rhonda Peters, Contracts Officer

Date: _____

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Rae Grulkowski, Chairman

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this _____ day of _____, 2022, I hereby attest the above-written signatures of Rae Grulkowski, James L. Larson, and Joe Briggs, Cascade County Commissioners.

Sandra Merchant, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

POLICY AND PROCEDURE ON SPENDING ARPA FUNDS



2.9 AMERICAN RESCUE PLAN GRANT FUND ALLOWABLE EXPENSES

BACKGROUND

The Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, a federally funded program through Health Resources and Services Administration (HRSA) provides pregnant women and families living in communities at risk for poor maternal and child health outcomes the necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to succeed.

American Rescue Plan (ARP) provided MIECHV additional fundings due to the COVID-19 public health emergency. The award allows for flexible support for LIAs and families receiving home visiting services.

PURPOSE

Healthy Montana Families (HMF) was approved for additional funds based on allowable categories of Workforce Retention, Emergency Supplies, Technology Supplies, Prepaid Grocery Cards, and Staff Development. This policy may require updating based on the requirements related to funds or to any additional ARP funds issued.

This policy outlines the type of expenses that are allowable for reimbursement related to prepaid grocery cards, emergency supplies, technology supplies, and staff development for a HMF Home Visiting Local Implementing Agency (LIA) as outlined in the ARP regulations and the State of Montana guidelines. The other approved categories: ARP Workforce Incentive and Retention are part of a different policy and procedure.

POLICY

1. Each LIA is allowed to spend their approved budgeted amount on the four categories: Prepaid Grocery Cards, Emergency Supplies, Technology Supplies, and Training and associated travel expenses for pre-approved staff development.
 - a. Allowable expenses are reimbursed based on what is allowed by ARP regulations and the amount HMF was awarded.
2. HMF reserves the right to deny funding for allowable expenses in the proposed budgeting process with LIAs prior to contract finalization.
3. HMF reserves the right to reject funding for items that are purchased without preapproval.
4. Only currently enrolled families qualify to receive grocery cards, emergency supplies, or technology items.
5. HMF was approved for the disbursement of ARP funds for Prepaid Grocery Cards.
 - a. The value of grocery cards is not to exceed twenty-five dollars (\$25) per card.

- b. LIA shall obtain a signature from the family stating it will not be used for alcohol, tobacco products of any kind, or firearms and must be used for the purpose that was intended and identified between the home visitor and client and keep this on file.
 - c. How and to whom the grocery cards are distributed is up to the LIA.
 - d. The total amount spent on grocery cards is based on the approved budget amount and it is up to the LIA how much they choose to spend on this category.
 - e. The amount spent on grocery cards must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
 - f. Please note what is allowed in this policy for purchase by ARP funds is different than what is allowed by HMF Allowable Expenses Policy.
6. HMF was approved for disbursement of ARP funds for Emergency Supplies provided to families.
- a. These supplies may be purchased by the LIA for distribution or by providing the client with a prepaid card to purchase the necessary item(s).
 - b. If the LIA chooses to distribute prepaid gift cards rather than provide items directly, LIA must follow the requirements above for prepaid grocery cards.
 - c. LIAs will notify the HMF Program Specialist of their plans for emergency supplies and will be approved by HMF prior to purchasing and distributing to families.
 - d. The amount spent on emergency items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form.
7. HMF was approved for disbursement of ARP Funds for Technology Supplies provided to LIAs to support the data capabilities of families and home visitors.
- a. These items may be purchased by the LIA and distributed as needed.
 - b. LIAs will notify the HMF Program Specialist of their plans for technology supplies and will be approved by HMF prior to purchasing and distribution.
 - c. The amount spent on technology items must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form
8. HMF was approved for disbursement of ARP funds for professional training for LIA's HMF funded staff.
- a. Professional training funds may be spent on:
 - i. Registration fees
 - ii. Attendance costs such as travel, lodging, per diem.
 - b. LIAs must receive prior approval from HMF state staff for all professional development requests funded with federal or state funds.
 - c. LIAs shall provide documentation of specific completed professional development in the form of receipts included with the Monthly Expenditure Report, curriculum outlines of trainings, and training roster or records related to the training, upon request by HMF staff or during site review.
 - d. HMF will not reimburse for any professional development that did not receive prior written approval by HMF staff. Written prior approval may be via email.

- e. The amount spent on professional training must be reported on the monthly HMF Monthly American Rescue Plan (ARP) Expenditure Report form and accompanied with all receipts.

PROCEDURE

1. LIA must submit the HMF Monthly American Rescue Plan (ARP) Expenditure Report form to the HMF Program Specialist by the 30th of each month.
 - a. The form needs to be complete to be approved for reimbursement.
 - b. Completed forms are submitted to the HMF Program Specialist
 - c. Forms must be submitted monthly until Supplemental ARP Contract dollars are expended and/or until the final date the funds may be expended.
2. It is recommended that LIAs have a process for compliance and tracking the use of Prepaid Grocery Cards for their own accounting purposes.
 - a. According to HRSA: a best practice for compliance with the use of prepaid grocery cards is to obtain a signed statement by the enrolled family acknowledging and agreeing to the purpose(s) of and restrictions on prepaid grocery card use. HRSA does not require, nor does it encourage, recipients to collect further usage information (such as receipts) from enrolled families.
3. It is recommended that all prepaid cards will be individually tracked as to who they were distributed to and by whom for LIA internal control, accounting, and auditing purposes.
 - a. HMF may request this information at any time.
4. HMF has assigned one Program Specialist to oversee the ARP funds disbursement process: Abbie Chermack Abbrah.Chermack@mt.gov 406-444-0041

DEFINITIONS

ARP Emergency Supplies: According to the legislation, this includes:

- Diapers and diapering supplies, including diaper wipes and diaper cream, necessary to ensure that a child using a diaper is properly cleaned and protected from diaper rash
- Infant formula
- Personal protective equipment
- Food and water
- Hand soap and hand sanitizer
- At-home COVID-19 test kits (for families and home visitors).
- See [MIECHV ARP FAQs](#) for details.

ARP Technology Supplies: As HMF defined in approved grant submission, this covers technology items to support LIAs technology needs as related to COVID-19 in implementing home visiting services. This includes:

- Hot Spots
- Data Cards
- Tablets
- Updating HIPPA-Compliant Software

REFERENCES

[American Rescue Plan Act of 2021 \(P.L. 117-2\)](#)

[American Rescue Plan \(ARP\) Act Awards: Maternal, Infant, and Early Childhood Home Visiting \(MIECHV\) Program Frequently Asked Questions \(FAQs\)](#)

HMF Monthly American Rescue Plan (ARP) Expenditure Report Form

HMF Allowable Expenses Policy

ARPA ALLOWABLE EXPENSES
HEALTHY MONTANA FAMILIES
EFFECTIVE DATE 11/01/2021
Updated 04/11/2022

EXPENDITURE REPORT**HMF Monthly American Rescue Plan (ARP) Expenditure Report**

Contract Number:	
Contractor:	

Submit this report to Healthy Montana Families via mtmechv@mt.gov and copy your program consultant

	Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
A.	Travel	\$0.00	
B.	Emergency Suppli	\$0.00	
C.	Technology Suppli	\$0.00	
D.	Grocery Cards	\$0.00	
Total Expenditures		\$0.00	

Contractor Approval

REQUIRED SIGNATURES (may be original or electronic)

The signatures below must be for two different people.

Authorized Representative Signature _____ Date _____

Fiscal Officer Signature _____ Date _____

STATE USE	
Date report received:	
Amount of \$ released prior to report:	
Feedback to site needed (Yes or No):	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
State funding released:	\$
Federal funding released:	\$

March 28, 2023

Contract #23-34

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: MT DPHHS
Task Order 18-07-4-51-003-0
HIV Prevention Services
Amendment Number Six

INITIATED AND PRESENTED BY: Abigail Hill, Public Health Officer

ACTION REQUESTED: Approval of Contract #23-34

BACKGROUND:

The purpose of the initial contract is for the delivery of HIV Prevention Services for persons at risk for HIV infection.

The amendment adds additional funds, in the amount of \$16,503.00 for HIV Prevention activities and Immunization Outreach.

TERM: January 1, 2023 - May 31, 2023

AMOUNT: \$16,503.00

RECOMMENDATION: Approval of Contract #23-34

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Contract #23-34, MT DPHHS Task Order 18-07-4-51-003-0, HIV Prevention Services Amendment Number Six.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Contract #23-34, MT DPHHS Task Order 18-07-4-51-003-0, HIV Prevention Services Amendment Number Six.

TASK ORDER AMENDMENT NUMBER SIX
TASK ORDER FOR HIV Prevention Services
TASK ORDER NUMBER 18-07-4-51-003-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 1400 Broadway, P.O. Box 202951, Helena, MT, 59620, Phone Number (406) 444-1604, Fax Number (406) 444-6842, and Cascade County for its City-County Health Department ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, UEI M7JFAMRWFJQ6, 115 4th St. South, Great Falls, MT, 59401, Phone Number (406) 791-9269, Fax Number (406) 454-6959, respectively (collectively, the "Parties").

Effective January 1, 2023 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. Performance of this contract begins January 01, 2018, and the services required by Section 2 must be continued through and completed by ~~December 31, 2022.~~ May 31, 2023. Final invoices are due ~~January 31, June 30,~~ 2023. ~~This Contract may not be renewed beyond the RFP period ending December 31, 2022, depending on availability of federal funds.~~
- B. Remains the same.

SECTION 4: COMPENSATION

- A. In consideration of the HIV prevention services and administrative costs provided through this contract, the Department shall reimburse the Contractor up to a maximum of The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed ~~\$204,868~~ \$221,371 for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds. The Contractor agrees to spend [use] the funds issued by the Department only during the fiscal year in which they were issued. The funding amount of \$36,640 is allocated for contract period January 1, 2019 through December 31, 2019. The funding amount of \$36,640 is allocated for contract period January 1, 2020 through December 31, 2020. The funding amount of \$36,640 is allocated for contract period January 1, 2021 through December 31, 2021 and the funding amount of \$13,334 is allocated for contract period January 1, 2021 through December 31, 2021. The funding amount of \$44,974 is allocated for contracted period January 1, 2022 through December 31, 2022. \$36,640 is for HIV Prevention activities. \$8,334 is for Immunization Outreach. For the contracted period of January 1, 2023 through May 31, 2023 \$16,503 is allocated— \$14,503 for HIV prevention activities and \$2000 for immunization outreach.
- B. The total compensation of ~~\$204,868~~ \$221,371 through this contract includes only reimbursable costs for allowable HIV Prevention Services as defined in Section 2.
- C. through E. remain the same.
- F. Source of Funding

The source of the funding for this Contract is \$202,703 in federal grants from the U.S. Department of Health & Human Services- CDC federal grant CFDA number 93.940 and \$18,668 in federal grants from the U.S. Department of Health & Human Services -- CDC federal grant CFDA 93.268

G. though H. Remains the same

SECTION 6: LIAISONS AND SERVICE OF NOTICES

A ~~Matthew Hyzer~~ Shannon Koenig or his her successor will be liaison for the Department.

B ~~Trixie Smith~~ Abigail Hill or her successor will be the liaison for the Contractor

These persons serve as the primary contacts between the parties regarding the performance of the task order

C. Remains the same.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of 8 numbered pages, Assurances (Attachment A), Federal and State Law Requirements (Attachment B); FFATA Forms (Attachment C); and 2CFR 200 reporting requirements (Attachment D), and Amendments One, Amendment Two, Amendment Three, Amendment Four, and Amendment Five and Amendment Six.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 18-07-4-51-003-0 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, Administrator

DEPARTMENT OF ADMINISTRATION

Approved as to form:

BY: _____ Date: _____
Rhonda Grandy, Procurement Officer

CONTRACTOR

CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT

By: _____ Date: _____
Rae Grulkowski, Chairman

By: _____ Date: _____
James L. Larson, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

ATTEST

On this ____ day of ____, 2023, I hereby attest the above-written signatures of Rae Grulkowski, and James Larson, and Joe Briggs Cascade County Commissioners.

Sandra Merchant, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301

Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade City-County Consolidated Government

The **Contractor**, Cascade City-County Consolidated Government for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 4 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CONTRACTOR

CASCADE COUNTY
COUNTY-COUNTY HEALTH DEPARTMENT

By: _____ Date: _____
Rae Grulkowski, Chairman

By: _____ Date: _____
James L. Larson, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

ATTEST

On this ____ day of ____, 2023, I hereby attest the above-written signatures of Rae Grulkowski, and James Larson, and Joe Briggs Cascade County Commissioners.

Sandra Merchant, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. [U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention http://www.cdc.gov/Other/privacy.html](http://www.cdc.gov/Other/privacy.html)

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental

or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR

CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT

By: _____ Date: _____
Rae Grulkowski, Chairman

By: _____ Date: _____
James L. Larson, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

ATTEST

On this ____ day of ____, 2021, I hereby attest the above-written signatures of Rae Grulkowski, and James Larson, and Joe Briggs Cascade County Commissioners.

Sandra Merchant, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>_____</p> <p>Date of last report</p>
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ☐ Subawardee ☐, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐ RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

FEDERAL AND STATE LAW REQUIREMENTS

Rev. 4/29/2022

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR

Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by Federal and State audit agencies.

14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Work Place. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrc.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total

compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.
- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.
19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act – P.L. 111-148
21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

22. Use of United States Flag Vessels. Contractor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contractor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220) or the internet (currently at www.sam.gov).
25. Procurement of Recovered Materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.
28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under

- Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 460 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
 31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
 32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
 33. Environmental Protection.
 - (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - (3) The Resources Conservation and Recovery Act (RCRA);
 - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - (5) The National Environmental Policy Act (NEPA);
 - (6) The Solid Waste Disposal Act (SWDA);
 - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
 - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
 - (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
 - (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient

agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 4/14/2022

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division
Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	Insert Subrecipient UEI Number	Provide subrecipient organization's 9-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	Insert DPHHS Contract Number	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Insert Subrecipient Name	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	
FFATA-1-04-E	Zip+4	Insert Zip	

FFATA-1-04-F	Congressional District	Insert Congressional District	AL or 01 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	Insert CFDA Number	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	Insert Contract Value	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	Insert Contract Period	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Insert Funding Agency	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Insert Purpose	

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division
Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 2: Officers/Executive Compensation Report

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

CONTRACT TITLE: Insert Contract Title
DPHHS CONTRACT #: Insert DPHHS Contract Number
UEI #: Insert UEI Number
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? Insert Yes or No

	Name	Total Compensation	Title
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

RETURN FFATA FORMS TO:
DPHHS
ATTN: BFSD-FFATA REPORTING
PO Box 4210
Helena, MT 59604-4210
or
e-Mail: hhsffata@mt.gov

DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.

COMPLIANCE WITH LAWS/WARRANTIES: The following information may be required pursuant to 2 CFR 200.

1) Sub recipient name	Cascade City-County Consolidated Government	Cascade City-County Consolidated Government	
2) Sub recipient UEI Number	M7JFAMRWFJQ6	M7JFAMRWFJQ6	
3) FAIN number	NU62PS924578	NH23IP922574	
4) Federal award date	12/13/2022	1/15/2021	
5) Federal award budget period start & end date	1/1/2023 – 5/31/2023	7/1/2019 – 6/30/2024	
6) Total amount of funds obligated with this action	\$14,503	\$2,000	
7) Amount of federal funds obligated to sub recipient	\$202,703	\$18,668	
8) Total amount of the federal award	\$202,703	\$18,668	
9) Project description	Montana HIV Prevention and HIV Surveillance Integrated Activities	Immunization and Vaccines for Children - COVID 19 vaccination planning and implementation	
10) Awarding agency/pass-through entity	DPHHS CDCP STDHIV Shannon Koenig 406-444-1269	DPHHS CDCP IZ Trisha Gardner 406-444-2675	
11) Assistance Listing Number (formerly CFDA #)	93.940	93.268	
12) Research & Development: Yes/No	No	No	
(13) Indirect cost rate	9.4%	1.8%	